

GENERAL TERMS AND CONDITIONS OF USE 1001TAXIS

IMPORTANT – NOTE TO THE USER:

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS:

PLEASE READ THESE GENERAL TERMS AND CONDITIONS OF ACCESS AND USE CAREFULLY. THEY DEFINE THE CONDITIONS AND RESTRICTIONS THAT YOU ACCEPT FOR ACCESSING AND USING THE 1001TaxiS APPLICATION.

YOU ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS ARE ENFORCEABLE AND YOU AGREE TO COMPLY WITH THEM BY CLICKING ON THE BOX PROVIDED FOR THIS PURPOSE.

THE TERMS AND CONDITIONS MAY BE CONSULTED AT ANY TIME ON THE APPLICATION.

ARTICLE 1. DEFINITIONS

The terms listed below, used in these Terms and Conditions of Use, both in the singular and plural, shall have the meanings attributed to them below:

"Application" or "1001TAXIS": refers to this application made available to the User, which allows them to request and track taxi transportation services provided by previously referenced Drivers, or to benefit from the INTERTAXI Service.

"Driver": refers to any taxi driver, whether owner or lessee of the license and taxi vehicle, salaried taxi driver, or owner and/or fleet manager, who uses the myCloudTaxi solution and has been referenced by the User through the Application. The Driver acts in all cases on their own behalf and under their sole professional responsibility.

"myCloudTaxi General Terms and Conditions of Use" or "Contract": refers to these general terms and conditions of use of the Application, which govern the relationship between the User and myCloudTaxi in relation to access to and use of the Application.

"Account": refers to the personal account created by the User in the Application, which is necessary to access its features and request transportation services.

"Service" or "Ride": refers to a passenger transport service by taxi that must be performed by a Driver, either immediately or at a date and time slot previously determined by the User.

"INTERTAXI": refers to the company INTERTAXI, a simplified single-member joint-stock company, with registered office at ZAC LE CARREAU DE LA MINE, 13590 Meyreuil (France), registered in the Aix-en-Provence Trade and Companies Register under number 882 329 477, acting as an independent provider of intermediary services between Users and Drivers.

"myCloudTaxi": refers to the company AUTOMATISME ET TECHNIQUES AVANCEES ATA, with registered office at ZAC le carreau de la mine, 13590 Meyreuil (France), registered in the Aix-en-Provence Trade and Companies Register-en-Provence under number 311 733 646, which publishes and markets a technological solution called myCloudTaxi intended for taxi Drivers.

"INTERTAXI Service": refers to the intermediary service consisting of listing taxi drivers and connecting them with users, whether individuals or legal entities, and Drivers, provided exclusively by INTERTAXI in its capacity as a taxi reservation center, in accordance with the applicable regulations on passenger land transport, and accessible from the Application, subject to the User's acceptance of INTERTAXI's general terms and conditions of use.

"Terminal": refers to the User's mobile device, equipped with an operating system compatible with Android or iOS, which the User owns or over which they have legitimate control, and on which the Application is installed and used.

"User": refers to any natural or legal person who is authorized to use the Application and who has expressly accepted these myCloudTaxi General Terms and Conditions of Use.

ARTICLE 2. PURPOSE AND SCOPE OF THE GENERAL TERMS AND CONDITIONS

The purpose of these myCloudTaxi General Terms and Conditions of Use is to define the terms and conditions under which the Application is made available and the conditions under which the User is authorized to use the Application.

Any access and/or use of the Application implies full and unreserved acceptance of the rules and conditions defined in these myCloudTaxi General Terms and Conditions of Use. Such acceptance is formalized by checking the corresponding box at the time of User registration.

The User is informed that the Application is published by myCloudTaxi, which operates and markets a professional technological solution for the management of passenger transport by taxi, called myCloudTaxi. In this context, myCloudTaxi makes the Application available to Drivers, who are its customers using this solution, enabling Drivers to offer a means of requesting and booking Services and communicating directly with their own passengers, such as the User, with whom they have established a relationship outside the Application.

The User expressly acknowledges that the Application does not constitute a taxi transport service.

The intermediation service consisting of connecting taxi operators and the User, accessible from the Application, is provided exclusively by the company INTERTAXI, a third party independent of myCloudTaxi, in accordance with its own general terms and conditions of use, which the User must read and expressly accept when using the INTERTAXI Service.

ARTICLE 3. REGISTRATION AND FUNCTIONALITIES

1.1. Description of the Application

The Application allows the User to:

- Add Drivers to your "favorites" list by scanning the QR code provided by the Driver.
- Access information about the Drivers you have added.
- Request a transportation service from the referenced Drivers.
- Rate the services provided and access reviews of the referenced drivers.
- Exchange messages with the referenced Drivers.
- Access the tracking of future or past services, as well as the corresponding invoices, and declare the existence of a dispute.
- Send a message to the Driver in the event of a dispute.
- Access the INTERTAXI service in order to be put in contact with a certified driver, in accordance with the applicable general terms and conditions of use of INTERTAXI.

1.2. Access to the Application

The User may download the Application from the download platforms corresponding to the Terminal they use.

The User must have a compatible Terminal and an Internet connection necessary for downloading and using the Application. In general, all technical means, as well as the telecommunications costs necessary for accessing and using the Application, shall be borne exclusively by the User and shall be their sole responsibility. The User undertakes to comply with the instructions, recommendations, and any updates that may be communicated to them at a later date.

To create and access their Account, the User must provide their mobile phone number, to which a single-use code will be sent, which must be entered into the Application for validation purposes.

The User must fill in the mandatory information required to complete the creation of their Account and may provide additional information in the "My Account" section. The User agrees to provide truthful, accurate, and up-to-date information.

ARTICLE 4. OBLIGATIONS OF THE PARTIES

The User uses the Application under their sole and exclusive responsibility and undertakes to use it in accordance with current regulations, as well as to comply with all applicable obligations.

myCloudTaxi publishes the Application and makes it available to Users for the sole purpose of enabling them to communicate with Drivers who use the myCloudTaxi professional solution. The Application also integrates the INTERTAXI Service, which is provided exclusively by INTERTAXI in accordance with its own general terms and conditions of use.

In this context, myCloudTaxi is solely responsible for making the digital tool available and assumes, in any case, an obligation of means. To this end, myCloudTaxi undertakes to use all reasonable diligence and care in providing the Application, in accordance with industry practices and the state of the art, in particular in order to ensure continuous access to the Application, without prejudice to any maintenance operations that may be necessary for its proper functioning. Likewise, myCloudTaxi undertakes to make every effort to guarantee the security, confidentiality, and integrity of the data hosted within the framework of the use of the Application, in accordance with current regulations.

myCloudTaxi does not act as a booking center or as an intermediary service provider between the User and the taxi Drivers, INTERTAXI being the only entity that maintains, where applicable, a legal relationship with the User and the Driver for these purposes.

The Driver(s) and the User are solely and exclusively responsible for their relationship with regard to the provision of the transport service and the obligations arising therefrom. Payment for the transport service is made in all cases outside the Application, directly between the User and the Driver or, where applicable, in accordance with the conditions established by INTERTAXI.

ARTICLE 5. INTELLECTUAL PROPERTY

All rights relating to the Application, its original and innovative nature, including in particular intellectual property rights over texts, literary and artistic creations, graphics (including photographs) and audiovisual works, computer developments, HTML developments and any other intellectual works and, in general, all creations eligible for protection under intellectual property regulations, such as images, logos, design, layout, graphic charter, structure, ergonomics, color codes, typographies, fonts, basic graphic elements, graphic organization of screens, visual layout, wallpapers, visual identity of the Application, sound elements or trademarks, as well as all modifications, translations, adaptations, improvements, corrections, updates, new versions, or derivative works, are owned by myCloudTaxi or are legitimately exploited by it, without limitation.

Without prejudice to compliance with the Contract, the User has the right to download, access, and use the Application, exclusively in its executable form.

These rights are granted to the User on a personal, limited, temporary, non-transferable, and non-exclusive basis, and may not be assigned, loaned, or made available to third parties. The rights granted under this Agreement do not imply, in any case, the transfer to the User of rights other than those expressly granted in these General Terms and Conditions of Use.

Any use of the Application not expressly provided for in these General Terms and Conditions of Use is prohibited. In particular, and without this list being exhaustive, the User undertakes not to perform, or allow third parties to perform, directly or indirectly, the following actions: use the Application for purposes other than those provided for in the Agreement; copy, reproduce, alter, adapt, modify, translate, or integrate the Application, in whole or in part, into another product; create derivative works based on the Application; disassemble, decompile, reverse engineer, or attempt to discover the source code of the Application, which is considered strictly confidential, even for the purpose of correcting errors, a power that is reserved exclusively to myCloudTaxi; violate in any way the rights of myCloudTaxi or the security and protection measures of the Application; distribute, sublicense, disseminate, assign, rent, lend, lease, or transfer in any way, even free of charge and for commercial purposes, all or part of the rights granted under these General Terms and Conditions of Use, by any means and to any person, except with the express prior authorization of myCloudTaxi.

ARTICLE 6. TERM AND TERMINATION

This Agreement is entered into for an indefinite period.

The User may stop using the Application at any time, in particular by deleting it from the Terminal and/or deleting their Account, without prior notice. Such deletion shall take effect immediately and shall be irreversible.

Deletion of inactive accounts. Accounts that remain inactive for a continuous period of two years may be deleted by myCloudTaxi, after informing the User with a minimum of thirty days' notice, unless the User expressly states otherwise.

The deletion of the Account will result in the anonymization of all data associated with the Account in the Application, without prejudice to any applicable legal obligations to retain such data.

To use the Application again, the User must create a new Account.

myCloudTaxi may delete the User's Account, either after giving reasonable notice or for justified reasons in the event of the User's breach of their contractual obligations, after prior notification of such breach.

ARTICLE 7. GENERAL PROVISIONS

The fact that either Party does not demand strict compliance by the other Party with any of the provisions or conditions of this Agreement at a given time shall not be interpreted as a definitive waiver of said provision or condition.

If any of the non-essential clauses of these General Terms and Conditions of Use 1001Taxis is declared null and void or inapplicable by virtue of a law or regulation, or as a result of a final decision issued by a competent administrative or judicial authority, the Parties expressly agree that the Agreement shall not be affected by the invalidity or unenforceability of such clause, and the remaining provisions shall remain in force.

This Contract is concluded in English and shall be governed by French law, in accordance with Regulation (EC) No. 593/2008 (Rome I), without prejudice to the application of overriding mandatory provisions of European Union law and, where applicable, mandatory consumer protection rules that cannot be contractually waived.

In the event of a dispute between myCloudTaxi and the User regarding the validity, execution, breach, or interpretation of these General Terms and Conditions of Use 1001Taxis or, in general, the relationship between myCloudTaxi and the User, the User may, prior to taking legal action:

- Submit a complaint to myCloudTaxi, which will respond in writing as soon as possible.
- And/or resort to an out-of-court dispute resolution procedure in consumer matters before a mediation or alternative dispute resolution body duly accredited in accordance with Directive 2013/11/EU, where applicable.
- And/or submit the dispute to the competent courts and tribunals, in accordance with current regulations.

In the event of a dispute between the User and the Driver, the User must contact the Driver directly, as myCloudTaxi is not a party to the transport contract and assumes no responsibility in this regard.